

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

DANNY BARTON, TRUSTEE, INDIANA)	
TEAMSTERS HEALTH BENEFITS FUND,)	
and INDIANA TEAMSTERS HEALTH)	
BENEFITS FUND,)	
Plaintiffs,)	
)	
vs.)	1:07-cv-0257-LJM-JMS
)	
CONTRACT CARRIERS CORP.,)	
Defendant.)	

ORDER & JUDGMENT

This Court held a hearing on Friday, November 16, 2007, at which defendant, Contract Carriers Corp., had been ordered to appear by an officer thereof, to show cause why this Court should not hold defendant, Contract Carriers Corp., in contempt of this Court for failure to abide by the Default Judgment and Permanent Injunction entered by this Court on August 30, 2007. Defendant, Contract Carriers Corp., failed to appear for the hearing, although the Court noted that Robert J. Bucko, Jr., President of Contract Carriers Corp. had sent a letter to Magistrate Judge Jane Magnus-Stinson in which he stated he would be unable to attend a hearing in her Court on Proceedings Supplemental, also on Friday, November 16, 2007.

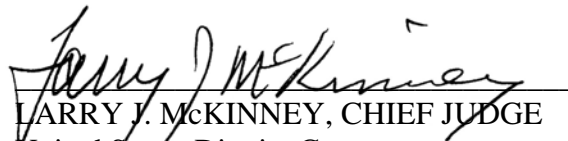
After listening to evidence presented by plaintiffs', Danny Barton, Trustee, Indiana Teamsters Health Benefits Fund, and Indiana Teamsters Health Benefits Fund (collectively, "Plaintiffs"), witness, the Court found, and hereby FINDS Contract Carriers Corp., by its officer, Robert J. Bucko, Jr., in CONTEMPT for failure to abide by the terms of the Court's August 30, 2007, Default Judgment and Permanent Injunction. Defendant, Contract Carriers Corp., failed to make payments

into the Indiana Teamsters Health Benefits Fund as required for the months of August, September, and October, 2007. No payments have in fact been made into the appropriate account. No attempt has been made to abide by this Court's order. No explanation has been made for that failure.

Defendant, Contract Carriers Corp, by an officer thereof, is hereby **ORDERED to appear at the offices of Fillenwarth Dennerline Groth & Towe, 1213 N. Arlington Avenue, Suite 204, Indianapolis, Indiana, on Friday, December 14, 2007, at 2:00 p.m., with the financial records of the corporation and be prepared for a deposition to answer for how the funds of the corporation have been spent since August 30, 2007, such that defendant, Contract Carriers Corp., has found it necessary to avoid payment of the amounts ordered by this Court into the Indiana Teamsters Health Benefits Fund.**

In addition, Plaintiffs moved for payment of their reasonable attorneys' fees for filing and prosecution of the motion to hold defendant, Contract Carrier Corp., in contempt. The Court **GRANTS** Plaintiffs' Motion for Attorneys' Fees. The Court hereby **FINDS that Plaintiffs' counsel spent three hours on said motion, and that his usual fee of \$175.00 per hour is ordinary and customary for such work. Defendant, Contract Carrier Corp., is hereby ORDERED TO PAY THE AMOUNT OF \$525.00 TO THE CLERK OF THE COURT WITHIN NINETY (90) DAYS OF THE DATE OF THIS ORDER** to satisfy this Judgment.

IT IS SO ORDERED & ADJUDGED this 16th day of November, 2007.


LARRY J. MCKINNEY, CHIEF JUDGE
United States District Court
Southern District of Indiana

Distribution attached.

Electronically distributed to:

Geoffrey S. Lohman
FILLENWARTH DENNERLINE GROTH &
TOWE
glohman@fdgtlaborlaw.com

Distributed via U.S. Postal Service to:

Contract Carriers Corp.
c/o Robert J. Bucko, Registered Agent
1501 Michigan Street, Ste. C
Gary, Indiana 46402